

**CORBELLO v. DEVITO**  
**CASE NO.: 2:08-cv-00867-RCJ-PAL**

**EXHIBIT 2 TO PLAINTIFF'S MOTION TO COMPEL RE: WRITTEN DISCOVERY  
TO DODGER THEATRICALS LTD AND JB VIVA VEGAS LP  
INJUNCTIVE RELIEF**

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**CASE NO.: 2:08-cv-00867-RCJ-PAL**

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and DODGER THEATRICALS, LTD.

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

DONNA CORBELLO, an individual  
Plaintiff,

v.

THOMAS GAETANO DEVITO, an  
individual; FRANKIE VALLI, an  
individual; ROBERT J. GUADIO, an  
individual; MARSHALL BRICKMAN,  
an individual; ERIC S. ELICE a/k/a/  
RICK ELICE, an individual; DES  
McANUFF, an individual; DSHT, INC.  
(formerly, "DODGER STAGE  
HOLDING THEATRICALS, INC.), a  
Delaware corporation; and DODGER  
THEATRICALS, LTD., a New York  
corporation,

Defendants.

CASE NO.: 2:08-cv-00867-RCJ-PAL

**DEFENDANTS DODGER  
THEATRICALS, LTD. and  
JB VIVA VEGAS LP'S ANSWERS  
TO PLAINTIFF'S FIRST SET OF  
INTERROGATORIES TO  
DEFENDANT DODGER  
THEATRICALS, LTD. and  
TO JB VIVA VEGAS LP.**

**#INTERROGATORY NO. 1:**

Identify all business entities, including, without limitation corporations, partnerships, limited liability companies, or joint ventures, in which you are a member, partner, contracting party, officer, shareholder, or director, that have any dealings, involvement or interest in *Jersey Boys* or any of the defendants herein, and identify all organizational documents relating to same, including, but not limited to Articles of Incorporation, Bylaws, and annual reports, if any, from the date of organization to the present.

**RESPONSE TO INTERROGATORY NO. 1:**

Objection on the grounds that the interrogatory is extremely overbroad, overreaching and unduly burdensome because it seeks documents that could not have any possible relationship to any possible issues in this litigation. As an exploratory interrogatory it is premised on a lack of understanding about the scale and scope of activities that are involved in the production of a multi-city show such as *Jersey Boys*: Dodger has numerous documents and agreements with numerous people and entities regarding *Jersey Boys*, including for example, agreements with equipments suppliers, hair stylists, costumer designers and providers, casting services, venues, lighting companies, actors, electricians and numerous other service and equipment suppliers. We are providing agreements and information reasonably relating to the issues in this lawsuit. If there are additional agreements and information that are sought, plaintiff should identify them specifically, formally or informally, and we will be pleased to address them. This objection applies to the interrogatories that follow.

The following is a list of the limited partnerships and partnerships pertaining to *Jersey Boys*: We will provide copies of limited partnership agreements, while other limited partnership documents can be made available for inspection:

1) Jersey Boys Broadway L.P.; 2) JB First National Tour L.P.; 3) JB Chicago Zephyr L.P.; 4) JB Viva Vegas L.P.; 5) JB London Investor LP; 6) JB Toronto Partners L.P.; 7) Jersey Boys Australia Investor LLC; 8) Jersey Boys Records L.P.; and 9) Jersey Light & Sound L.P.

The following is a list of relevant agreements or parties to agreements which can made available for inspection: 1) Broadway Books (agreement relating to Jersey Boys coffee table book); 2) LaJolla Playhouse; 3) Rhino Records (cast album agreement also with Four Seasons regarding music rights; JB Broadway receives 40% share); 4) Rick Steiner company (merchandise agreement for all L.P.'s except Las Vegas, London and Australia); 5) Araca Group (merchandise agreements for Las Vegas, London and Australia), 6) Letter Agreement which has already been produced (this is the agreement with writers and Four Seasons members involving life story rights music etc); 7) advertising and press agencies (may not be specific agreements with them – as relationship extends over years and involves other productions; 8) Numerous other agreement with third parties as noted above such as hair, costumes, theatres. These agreements involve literally hundreds of contracting parties, freelancers, venues, service providers at each venue. Dodger or one of the limited partnerships in which Dodger is a general partner is generally the entity contracting with such third parties. If additional agreements are of interest, plaintiff should identify them specifically, formally or informally, and we will be pleased to address them.

## **DT INTERROGATORY NO. 2:**

Identify all documents relating to the negotiation and consummation of the *Letter Agreement*.

1 Jolla, California, to the present date.

2 **RESPONSE TO INTERROGATORY NO. 39:**

3 See financial documents produced which summarize financial information.


4  
5 **INTERROGATORY NO. 40:**

6 Identify all promotion appearances by any Broadway, touring or other company  
7 of Jersey Boys, live, or in any recorded audio visual medium, including, but not  
8 limited to, television talk show appearance, in which scenes from the play were  
9 performed or reenacted, and identify all documents relating thereto.

10 **RESPONSE TO INTERROGATORY NO. 40:**

11 We have never done a scene from the play in any audiovisual promotional  
12 materials. Promotional audiovisual materials contain some songs from the play, b-roll,  
13 montage underneath music. There might be visual elements from a scene but no  
14 dialogue; No scenes from play were reenacted in promotional materials; just songs.  
15 There is a lead in before a song in a Tony Award performance broadcast which  
16 showed Frankie doing last speech from show as lead in to music.

17  
18  
19  
20 DATED: December\_16, 2009

  
21 DAVID S. KORZENIK  
22 MILLER KORZENIK SOMMERS LLP  
23 Attorneys for Defendants  
24 FRANKIE VALLI, ROBERT J.  
25 GAUDIO, MARSHALL BRICKMAN,  
26 ERIC S. ELICE, DES McANUFF, DSHT,  
27 INC., DODGER THEATRICALS, LTD.  
28 AND JB VIVA VEGAS L.P.

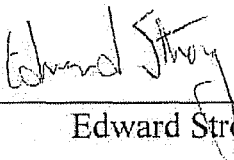
VERIFICATION  
UNDER USC 28 § 1746

I have read the foregoing RESPONSE TO PLAINTIFF'S FIRST SET OF INTERROGATORIES and know its contents.

I am an officer of a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and to those matters I believe them to be true.

I declare under penalty of that the foregoing is true and correct.

Executed on December 16 2009  
New York, New York

  
\_\_\_\_\_  
Edward Strong

I am employed in the County of New York, State of New York. I am over the age of 18 years and not a party to the within action. My business address is **488 Madison Avenue, 11<sup>th</sup> Floor, New York, NY 10022.**

On December 16, 2009, I served the foregoing document described as **DODGER THEATRICALS LTD'S AND JB VIVA VEGAS L.P'S RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES** on the interested parties in this action.

☒ by placing the original and/or a true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

**SEE ATTACHED SERVICE LIST**

☐ **BY REGULAR MAIL:** I deposited such envelope in the mail at 488 Madison Avenue, New York, NY 10022. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business.

☐ **BY FACSIMILE MACHINE:** I transmitted a true copy of said document(s) by facsimile machine, and no error was reported. Said fax transmission(s) were directed as indicated on the service list.

☐ **BY ELECTRONIC MAIL:** I transmitted a true copy of said document(s) by electronic mail, and no error was reported. Said electronic mail(s) were directed as indicated on the service list.

☐ **BY OVERNIGHT MAIL:** I deposited such documents at the Federal Express Drop Box located at 2049 Century Park East, Suite 3110, Los Angeles, California 90067-3274. The envelope was deposited with delivery fees thereon fully prepaid.

☐ **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the above addressee(s).

Executed on December 16, 2009, New York, NY.

  
Hortensa Thompson

**SERVICE LIST**

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